

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF MARYLAND  
(Baltimore Division)**

**In re:**

**FRANK'S NURSERY & CRAFTS, INC.,  
et al.,**

**Debtors.**

\* Case Nos. 01-52415-JS through  
\* 01-52416-JS  
\* (Chapter 11)  
\* (Jointly Administered).

\* \* \* \* \*

**ORDER (I) GRANTING DEBTORS' MOTION FOR ORDER AUTHORIZING THE  
DEBTORS TO ASSUME CERTAIN REAL PROPERTY SALE CONTRACTS WITH  
RESPECT TO STORE NO. 111, AND (II) AUTHORIZING SALE OF STORE NO. 111  
FREE AND CLEAR OF LIENS AND ENCUMBRANCES**

Upon consideration of the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), dated February 19, 2001 (the "Motion"), for an order, pursuant to sections 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code"), as complemented by Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure, authorizing the Debtors to assume certain prepetition real property sale contracts and consummate the transactions contemplated thereunder, as more fully set forth in the Motion; and notice of the Motion having been provided in the manner described in the Motion, and by way of the Debtors' Supplemental Notice of the Motion and Second Supplemental Notice of the Motion; and no other or further notice being necessary or required; and upon the findings by this Court that:

A. This Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334;

B. Proper, timely, adequate and sufficient notice of the Motion has been provided and no other or further notice is required;

**ENTERED**  
APR 10 2001

CLERK'S OFFICE  
U.S. BANKRUPTCY COURT  
DISTRICT OF MARYLAND  
BALTIMORE

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C. The sale by the Debtors of the Debtors' real property identified as "Store No. 111" in the Motion, and for which property a legal description is attached hereto as Exhibit A, in the amount and manner described in the Motion, is in the best interests of the Debtors, their estates and their creditors;

D. The terms of the agreement of sale of Store No. 111 (the "Store 111 Agreement") are the result of good faith and arm's length negotiations between the parties, and the Debtors have determined in the best exercise of their sound and reasonable business judgment that Store No. 111 should be sold to Belleair Holdings, Inc., or any assignee permitted under the Store 111 Agreement (the "Buyer"), and the consideration to be realized by the Debtors is fair and reasonable; and

E. The Buyer is a purchaser of Store No. 111 from the Debtors pursuant to 11 U.S.C. § 363 of the Bankruptcy Code, and its purchase of Store No. 111 is in good faith; as such, the Buyer is entitled to the protections set forth in 11 U.S.C. § 363(m); and after due deliberation and sufficient cause appearing therefor; it is on this 10th day of April, 2001, hereby

**ORDERED**, that capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Motion; and it is further

**ORDERED**, that the Debtors are authorized, but not directed, to assume the Store 111 Agreement, and to perform under the Store 111 Agreement in accordance with their respective terms, including, but not limited to, taking any actions as may be necessary or appropriate in connection with the assigning, transferring, granting, conveying and conferring Store No. 111 to the Buyer in accordance with the Store 111 Agreement; and it is further

**ORDERED**, that, pursuant to sections 105(a), 363(b) and 363(f) of the Bankruptcy Code, the Debtors are authorized and empowered to sell Store No. 111 to the Buyer in the manner described in the Motion free and clear of all liens, claims and interests, with such liens, claims and interests, if any, to attach to the net proceeds of such sales, subject to the rights and defenses of the Debtors with respect thereto; and it is further

**ORDERED**, that pursuant to Fed. R. Bankr. P. 6004(g) and 6006(d), the ten (10) day automatic stay of execution of this Order is modified to provide that the Debtors and other parties may immediately execute upon this Order and consummate the transactions to effectuate the sale of Store No. 111 to the Buyer as authorized by this Order; and it is further

**ORDERED**, that if the Debtors and the Buyer close the sale while an appeal of this Order is pending, such parties shall be entitled to rely upon the protections of 11 U.S.C. § 363(m) absent any stay pending appeal timely granted by a court of competent jurisdiction prior to such consummation; and it is further

**ORDERED**, that if any person or entity that has filed financing statements or other documents or agreements evidencing liens against or interests in Store No. 111 shall not have delivered to the Debtors prior to the closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all liens or interests which the person or entity holds against or in Store No. 111, the Debtors hereby are authorized and empowered to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to Store No. 111; and it is further

**ORDERED**, that this Court shall retain exclusive jurisdiction over the Debtors and the Buyer to hear and resolve any disputes arising from or related to the Motion, the sale of Store No. 111, and the implementation of this Order.

  
JAMES F. SCHNEIDER  
United States Bankruptcy Judge

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# EXHIBIT A

## EXHIBIT "A"

### Parcel I

That part of Southeast 1/4 of Southeast 1/4 of Section 33, Township 30 South, Range 16 East, described as follows:

Beginning at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 30 South, Range 16 East; thence run South  $89^{\circ}56'15''$  East 280.01 feet to the West edge of Holdcroft Heights Unit One as recorded in Plat Book 41, Page 47, Pinellas County Records; thence run North  $0^{\circ}27'14''$  East 590.67 feet; thence run North  $89^{\circ}56'15''$  West 280.01 feet; thence run South  $0^{\circ}27'14''$  West 590.67 feet to the Point of Beginning.

LESS the following:

Commence at the Southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 30 South, Range 16 East, said corner being 1318.18 feet West of the Southeast corner of the Southeast 1/4 of said Section 33, run thence North  $0^{\circ}04'24''$  West 50 feet; thence North  $89^{\circ}32'36''$  East 50 feet to a Point of Beginning; continue thence North  $89^{\circ}32'36''$  East 37.64 feet to a point on a curve concave to the Northeasterly, having a radius of 58.25 feet; thence from a tangent bearing of North  $64^{\circ}31'54''$  West run Northwesterly along said curve 49.18 feet through an angle of  $48^{\circ}22'37''$  to the end of said curve and the beginning of a curve concave to the Northeasterly having a radius of 173.25 feet; thence Northwesterly along said curve 48.63 feet through a central angle of  $16^{\circ}04'53''$  to the end of said curve; thence South  $0^{\circ}04'24''$  East 84.66 feet to the Point of Beginning;

AND LESS the South 50 feet and the West 50 feet for streets.

### Parcel II

Together with all the easement rights and benefits as set forth in that certain Reciprocal Cross Easement Agreement, by and between Capital A Development Corporation and Frank's Nursery & Crafts, Inc., a Michigan corporation, recorded November 7, 1985, in O.R. Book 6110, Page 1342, Public Records of Pinellas County, Florida.